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Newport, 1	RI 02841-1708									
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	OTHER (Specify)				
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NAME AND ADDRESS OF FIRM (Include Zip Code)					ATURE
				TYPE	OR PRINT NAME AND TITLE OF SIGNER
FROM	1 :				AFFIX STAMP
					HERE
	Т	Nav	nmercial Acquisition Department val Undersea Warfare Center Divi		
			le 591, Simonpietri Drive vport, RI 02841-1708		
	CITATION 1		N66604-05-R-0312	_	
DATE	AND LOC	AL TIME	2005 JAN 04, 2:00 P.M.		

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B10 SUPPLIES/SERVICES AND PRICES - FFP

<u>ITEM</u>	SUPPLIES/SERVICES	<u>QTY</u>	<u>UNIT</u>	<u>U/PRICE</u>	<u>AMOUNT</u>
0001	"First Article" Tomahawk All-Up-Round Retention Segment per drawing 5768612-0003	01	EA	\$	\$
0002	"First Article" Tomahawk All-Up-Round Cable Clamp Assembly per drawing 5768612-0004	01	EA	\$	\$
0003	Tomahawk All-Up-Round Retention Segments per drawing 5768612-0003	4,255	EA	\$	\$
0004	Tomahawk All-Up-Round Cable Clamp Assembly per drawing 5768612-0004	1,595	EA	\$	\$
0005	Data per Exhibit "A", Contract Data Requirements List (CDRL) DD Form 1423	1	LO	\$	<u>\$</u>

Offerors shall complete the unit price and amount blocks.

SECTION C DESCRIPTION / SPECIFICATIONS/WORK STATEMENT

C10 SPECIFICATIONS, AMENDMENTS OR REVISIONS APPLICABLE

SUPPLIES to be furnished under the contract shall comply with the following Descriptions or Specifications:

ITEM DESCRIPTION/SPECIFICATION

All items Missile Tube ALL-UP-ROUND (AUR) Retention Segments & Bolts, Drawing 5768612

* see authorized deviation

*Authorized deviation from Note 10: Paint in accordance with MIL-STD-1303 System 22 Color 26270, Haze Gray, to mitigate potential Hazardous Material issues.

C32 FIRST ARTICLE AS MANUFACTURING STANDARD

Each first article approved under this contract shall serve as the manufacturing standard for the corresponding production items delivered hereunder.

C54 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

SECTION D PACKAGING AND MARKING

D11X PRESERVATION, PACKAGING, PACKING AND MARKING (SEP 2001)

Preservation, packaging, packing, and marking shall be in accordance with MIL-STD-130 and AMS 2817. Additionally, the Contractor shall mark all packages with the following, as appropriate:

CONTRACT NUMBER: N66604-05-C-0312 REQUISITION NUMBER: N66604-4292-013C

MARK FOR:	JOHN PELTO	4112	401-832-8980
•	Name	Code	Telephone No.

D20 DELIVERY OF DATA (SEP 2001)

- (a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.
- (b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).
- (c) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport Contract, Order, and ELIN Numbers Report Title Date of Report Contractor Name

D24 PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

SECTION E INSPECTION AND ACCEPTANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.246-2	INSPECTION OF SUPPLIES - FIXED PRICE	(AUG 1996)
52.246-16	RESPONSIBILITY FOR SUPPLIES	(APR 1984)
252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	(MAR 2003)

E10 INSPECTION AND ACCEPTANCE AT DESTINATION - (HARDWARE)

- (a) Inspection and acceptance of the furnished supplies shall be made at destination by the receiving activity designated in clause F18.
- (b) The receiving activity shall execute acceptance certificate on the Material Inspection and Receiving Report (MIRR), DD Form 250 within thirty (30) days of receipt. The receiving activity shall forward the executed payment copy of MILSCAP Format Identifier PKN or PKP to the payment office within four working days (five days when MILSCAP Format is used) after final inspection and acceptance of the shipment. The receiving activity shall forward one executed copy of the final DD Form 250 to: the contract administration office cited in block 12 of the contract award page (SF 1447), with 1 copy to the Procuring Contracting Officer cited in clause G10 and 1 copy to the contractor.

E15 WITNESS OF INSPECTION OR TESTS

Because of the critical nature of the material being furnished hereunder, a representative of the Naval Undersea Warfare Center Division, Newport is available to furnish technical assistance on quality control matters and shall have the option of conducting Quality Assurance surveillance of inspections and tests performed by the Contractor. The surveillance will be performed in conjunction with the Defense Contract Management Agency (DCMA) Quality Assurance representative, if assigned, and does not abrogate the responsibility or authority of such DCMA representative. The Contractor agrees to notify 15, in writing, when the material will be inspected and/or tested. A minimum of seven working days is required to arrange such a visit.

SECTION F DELIVERIES OR PERFORMANCE

The following contract clauses are hereby incorporated by reference:

Number	Title	Date

52.211-16	VARIATION IN QUANTITY	(APR 1984)
	para.(b) fill-ins:	
	variation shall be limited to: <u>zero</u> Percent increase	
	zero Percent decrease	
	shall apply to: the total contract quantity.	
52.242-15	STOP-WORK ORDER	(AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK	(APR 1984)
52.247-34	F.O.B. DESTINATION	(NOV 1991)

F18 DELIVERY AT DESTINATION (AUG 1999)

The articles to be furnished hereunder shall be delivered in accordance with the clause entitled, F.O.B. Destination (FAR 52.247-34), to the following address:

Supply Officer Naval Undersea Warfare Center, Division Newport Naval Station Newport, Bldg. 47 47 Chandler Street Newport, RI 02841-1708

F22 DELIVERY OF DATA (JUL 2001)

The contractor shall deliver data items in accordance with the directions set forth on the DD Form 1423, Contract Data Requirements List (CDRL), which is an exhibit to this contract. Any change in the delivery of data must be made by a formal contract modification.

F11-8A TIME OF DELIVERY (FAR 52.211-8) (JUN 1997) - ALT I (APR 1984)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

		Calendar date or sooner
ITEM NUMBER	QUANTITY	
0001 First Article	01	60 days after award
0002 First Article	01	60 days after award
0005 CDRLs	01	60 days after award
0003 – 1 st shipment	1,231	15 March 2006
0004 − 1 st shipment	461	15 March 2006
$0003 - 2^{\text{nd}}$ shipment	1,232	15 January 2007
$0004 - 2^{\text{nd}}$ shipment	462	15 January 2007
0003 – 3 rd shipment	896	15 January 2007
0004 – 3 rd shipment	336	15 January 2007
0003 – 4th shipment	896	15 November 2007
0004 – 4 th shipment	336	15 November 2007

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, may be considered unacceptable. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

(b) The delivery dates or specific periods above are based on the assumption that the Government will make award by _. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the contract is in fact awarded. Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails.

SECTION G CONTRACT ADMINISTRATION DATA

G10 CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JAN 2004)

- (a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.
- (b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.
- (c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.
- (d) The Government reserves the right to administratively transfer authority over this contract from the individual named below to another Contracting Officer at any time.
- (e) The address and telephone number of the Contracting Officer is:

Name: <u>Lisa Brazil</u>

Address: Commercial Acquisition Department, Building 11

Naval Undersea Warfare Center Division, Newport

Code 5911 Simonpietri Drive

Newport, RI 02841-1708

Telephone: Commercial: 401-832-1437; DSN: 432-1437

Email: brazillm@npt.nuwc.navy.mil

G15 NOTE TO PAYMENT OFFICE - ADDRESS OF PAYEE

The	Paying	Office	will	mail	payments	to:
	,8				P	

G18 CONTRACT ADMINISTRATION FUNCTIONS (HARDWARE)

- (a) The cognizant Administrative Contracting Office for this contract is identified in Block 12 on page one of this contract
- (b) The Administrative Contracting Officer (ACO) is delegated the following functions:
 - (1) All functions of FAR 42.302(a).

^{*} Offerors should complete the above if they wish payments to be sent to an address other than that shown on the contract face. Invoices should also specifically inform the paying office of this address.

Data

- (2) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the PCO address (Attn: Code 5912 -- CLOSEOUT)
- (3) The function of FAR 42.302(b)(6).
- (c) If the ACO identifies a contract administration problem, the remedy for which is not covered by the above, the ACO shall request the PCO to delegate additional functions as necessary. The PCO may delegate authority by letter.

G24 DELAY IN DELIVERY NOTIFICATION

The cognizant CAS component shall, in accordance with FAR 42.1104(a)(2)(vii), notify the Procuring Contracting Officer of any anticipated or actual delay in delivery or performance of this contract.

SECTION I CONTRACT CLAUSES

Titla

Maria

The following contract clauses are hereby incorporated by reference:

Number Number	<u>Title</u>	<u>Date</u>
52.202-1	DEFINITIONS	(DEC 2001)
52.203-3	GRATUITIES	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES	(APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE	(JUL 1995)
	GOVERNMENT	,
52.203-7	ANTI-KICKBACK PROCEDURES	(JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR	(JAN 1997)
	ILLEGAL OR IMPROPER ACTIVITY	· ·
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR	(JAN 1997)
	IMPROPER ACTIVITY	
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN	(JUN 2003)
	FEDERAL TRANSACTIONS	
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER	(MAR 1999)
	DEFENSE-CONTRACT-RELATED FELONIES	
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	(AUG 2000)
52.204-7	CENTRAL CONTRACTOR REGISTRATION WITH	(OCT 2003)
	DFARS 252.204-7004 (ALT A) (NOV 2003)	
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	(APR 1992)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE	(DEC 1991)
	AGREEMENT HOLDERS	
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN	(JUL 1995)
	SUBCONTRACTING WITH CONTRACTORS DEBARRED,	
	SUSPENDED, OR PROPOSED FOR DEBARMENT	
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO	(NOV 1995)
	ON-SITE INSPECTION UNDER THE INTERMEDIATE-	
252 200 5004	RANGE NUCLEAR FORCES (INF) TREATY	2517 (200)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR	(MAR 1998)
	CONTROLLED BY THE GOVERNMENT OF A TERRORIST	
52 211 5	COUNTRY	(ALIC 2000)
52.211-5	MATERIAL REQUIREMENTS	(AUG 2000)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS AUDIT AND RECORDS - NEGOTIATION	(SEP 1990) (JUN 1999)
52.215-2 52.215-8	ORDER OF PRECEDENCE UNIFORM CONTRACT FORMAT	(OCT 1999)
52.213-8 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	(OCT 2000)
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND	(JAN 2004)
32.222-19	REMEDIES	(JAN 2004)
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	(DEC 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	(FEB 1999)
52.222-26	EQUAL OPPORTUNITY	(FEB 1999)
52.222-35	EQUAL OPPORTUNITY EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS,	(DEC 2001)
34.444-33	VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
	VELLICATION OF THE VIETNAMI ENA, AND OTHER ELIGIBLE VETERANS	

52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	(JAN 2004)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	(FEB 2003)
52.227-1	AUTHORIZATION AND CONSENT	(JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND	(AUG 1996)
32.227 2	COPYRIGHT INFRINGEMENT	(1100 1770)
52.227-10	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT	(APR 1984)
32.227-10	MATTER	(M K 1704)
52.227-11	PATENT RIGHTS - RETENTION BY THE CONTRACTOR	(JUN 1997)
32.227-11	(SHORT FORM)	(301(1777)
252.227-7013	RIGHTS IN TECHNICAL DATA NONCOMMERCIAL ITEMS	(NOV 1995)
252.227-7015	RIGHTS IN THE INICAL DATA NONCOMMERCIAL TIEMS RIGHTS IN BID OR PROPOSAL INFORMATION	(JUN 1995)
252.227-7010	LIMITATIONS ON THE USE OR DISCLOSURE OF	(JUN 1995) (JUN 1995)
232.221-1023	GOVERNMENT-FURNISHED INFORMATION MARKED	(JUN 1993)
	WITH RESTRICTIVE LEGENDS	
252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY	(JUN 1995)
232.221-1028	DELIVERED TO THE GOVERNMENT	(JUN 1993)
252 227 7020	TECHNICAL DATA - WITHHOLDING OF PAYMENT	(MAD 2000)
252.227-7030		(MAR 2000)
252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	(JAN 1997)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL	(SEP 1999)
252 225 5020	DATA PATENTES DEPONITING OF SUBJECT BUILDING.	(A.B.D. 1000)
252.227-7039	PATENTS - REPORTING OF SUBJECT INVENTIONS	(APR 1990)
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	(APR 2003)
52.232-1	PAYMENTS PAGGOLD WEST FOR PROMOTE BANK (FINE)	(APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	(FEB 2002)
52.232-11	EXTRAS	(APR 1984)
52.232-17	INTEREST	(JUN 1996)
52.232-23	ASSIGNMENT OF CLAIMS - ALT I (APR 1984)	(JAN 1986)
52.232-25	PROMPT PAYMENT	(OCT 2003)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL	(OCT 2003)
	CONTRACTOR REGISTRATION	
252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	(JAN 2004)
52.233-1	DISPUTES	(JUL 2002)
52.233-3	PROTEST AFTER AWARD	(AUG 1996)
52.242-13	BANKRUPTCY	(JUL 1995)
252.242-7000	POSTAWARD CONFERENCE	(DEC 1991)
52.243-1	CHANGES - FIXED PRICE	(AUG 1987)
252.243-7001	PRICING OF CONTRACT MODIFICATIONS	(DEC 1991)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	(MAR 1998)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	(APR 2003)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL	(MAR 2000)
	COMPONENTS	
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	(MAY 2002)
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	(MAR 2000)
52.248-1	VALUE ENGINEERING	(FEB 2000)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	(APR 1984)
52.253-1	COMPUTER GENERATED FORMS	(JAN 1991)

I09-4A FIRST ARTICLE APPROVAL - GOVERNMENT TESTING (FAR 52.209-4) (SEP 1989) - ALT I (SEP 1989)

- (a) The Contractor shall deliver 1 units(s) of Items 0001 and 0002 within 60 calendar days from the date of this contract to the Government at Naval Undersea Warfare Center, Newport, RI for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.
- (b) Within 15 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.
- (c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.
- (d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.
- (e) Unless otherwise provided in the contract, the Contractor--
 - (1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and
 - (2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.
- (f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- (g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.
- (h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.
- (i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.
- (j) The Contractor shall produce both the first article and the production quantity at the same facility and shall submit a certification to this effect with each first article.

132-9000 SUBMISSION OF INVOICES (FIXED PRICE) (NAPS 5252.232-9000) (JUL 1992)

- (a) "Invoice" as used in this clause does not include contractor's requests for progress payments.
- (b) The contractor shall submit original invoices with copies to the address identified in the solicitation/contract award form (SF26 Block 10; SF33 Block 23; SF1447 Block 14), unless orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD1155 Block 13 or SF26 Block 10).

- (c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.
- (d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:
a separate invoice for each activity designated to receive the supplies or services.
a consolidated invoice covering all shipments delivered under an individual order
X either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

152-2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://www.arnet.gov/far/

SECTION J LIST OF ATTACHMENTS

J10 LIST OF ATTACHMENTS

<u>EXHIBIT</u>	IIILE	PAGES
"A"	DD Form 1423, Contract Data Requirements List	02
ATTACHMENT		
1	Missile Tube AUR Retention Segments & Bolts, Drawing 5768612	03

SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS	(APR 1991)
252.225-7031	TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS SECONDARY ARAB BOYCOTT OF ISRAEL	(APR 2003)

K03-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)

- (a) The offeror certifies that-
 - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
 - (2) The prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory--
 - (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)	(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those
prin	ncipals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through
(a)(3) above

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of this disclosure.

K04-3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A,

and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the

offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN. (d) Taxpayer Identification Number (TIN). TIN has been applied for. TIN is not required because: Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States: Offeror is an agency or instrumentality of a foreign government: Offeror is an agency or instrumentality of the Federal Government; (e) Type of organization. Sole proprietorship; Partnership; Corporate entity (not tax-exempt); Corporate entity (tax-exempt); Government entity (Federal, State, or local); Foreign government; International organization per 26 CFR 1.6049-4; Other . (f) Common Parent. Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision. Name and TIN of common parent: Name: TIN: WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) K04-5 (MAY 1999) (a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women. (b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this *solicitation.*] The offeror represents that it \square is, \square is not a women-owned business concern.

K09-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)

a)	(1) The Offeror certifies, to the best of it knowledge and belief, that
	 (i) The Offeror and/or any of its Principals (A) Are , are not , presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
	(B) Have , have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
	(C) Are \square , are not \square , presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.
	(ii) The Offeror has , has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
1	(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
(THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18 UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K09-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (DFARS 252.209-7001) (MAR 1998)

- (a) Definitions. As used in this provision--
 - (1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

- (2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(i)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.
- (3) "Significant interest" means--
 - (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares", "street names", or some other method of holding securities that does not disclose the beneficial
 - (ii) Holding a management position in the firm such as director or officer;
 - (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
 - (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
 - (v) Holding 50 percent or more of the indebtedness of a firm.
- (b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.
- (c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-
 - (1) Identification of each government holding a significant interest; and
 - (2) A description of the significant interest held by each Government.

K15-6 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,	intend	s,	l
does not intend [check applicable box] to use one or more plants or facilities at a different address f	rom the a	addre	SS
of the offeror or respondent as indicated in this proposal or response to request for information.			

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City,	Name and Address of Owner and Operator of the Plant or Facility
County, State, Zip Code)	if other than offeror or respondent

K19-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52,219-1) (APR 2002) – ALT I (APR 2002)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is set forth in block 8 of the SF 1447, Page 1 of this solicitation.
 - (2) The small business size standard is set forth in block 8 of the SF 1447, Page 1 of this solicitation.
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.
(1) The offeror represents as part of its offer that it \square is, \square is not a small business concern.
(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \square is, \square is not a women-owned small business concern.
(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \square is, \square is not a veteran-owned small business concern.
(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.
(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that –
(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
(ii) It is, is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:
(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:
Black American.
Hispanic American.
Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.
(c) <u>Definitions</u> . As used in this provision
"Service-disabled veteran-owned small business concern" -
(1) Means a small business concern -
(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
(ii) The management and daily business operations of which are controlled by one or more service- disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.
"Veteran-owned small business concern" means a small business concern -
(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
(2) The management and daily business operations of which are controlled by one or more veterans.
"Women-owned small business concern," means a small business concern-
(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.
(d) Notice.
(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall
(i) Be punished by imposition of fine, imprisonment, or both;
(ii) Be subject to administrative remedies, including suspension and debarment; and
(iii) Be ineligible for participation in programs conducted under the authority of the Act.
K22-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)
The offeror represents that-
(a) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
(b) It has, has not, filed all required compliance reports, and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K22-25 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that -
(a) It has developed and has on file, has not developed and does not have on file, at each establishment,
affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2)
or
(b) It has not previously had contracts subject to the written affirmative action programs requirement of the
rules and regulations of the Secretary of Labor.

K22-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

K27-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (DFARS 252.227-7017) (JUN 1995)

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation-
 - (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
 - (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.
- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

(LIST)***** (LIST) (LIST) (LIST) For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.		Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
developed at private expense, identify both the deliverable technical data and each such items, component, or		(LIST)****	(LIST)	(LIST)	(LIST)
	:	developed at private expens	e, identify both the deliver	rable technical data and each su	ch items, component, or

- of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.
- *** Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).
- **** Corporation, individual, or other person, as appropriate.

***** Enter "none" when all data or software will be submitted without restriction	ctions.
--	---------

Date	
Printed Name and Title	
Signature	

(End of identification and assertion)

- (e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.
- (f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	(OCT 2003)
252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE	(AUG 1999)
	REPORTING	
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	(SEP 1990)
	check one: DX or XX DO rated order	
52.214-35	SUBMISSION OF OFFERS IN U. S. CURRENCY	(APR 1991)
52.215-16	FACILITIES CAPITAL COST OF MONEY	(JUN 2003)

L3 PRE-AWARD POINT OF CONTACT

The Contract Negotiator assists the Contracting Officer, and is responsible for negotiation of the contract during the pre-award phase. The Contract Negotiator is the preferred point of contact for questions and problem reporting, and should be contacted first for all pre-award matters. The contract negotiator is Nancy Howard, 401-832-1545, email howardns@npt.nuwc.navy.mil.

L4 FACSIMILE PROPOSALS AND BIDS NOT AUTHORIZED

Facsimile proposals (bids) are not authorized for this acquisition. "Facsimile proposal (bid)," as used in this solicitation, means a proposal (bid), modification of a proposal (bid), or withdrawal of a proposal (bid) that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

L5 REQUIREMENTS FOR OFFEROR COMPLETION (APR 2002)

Certain sections of this solicitation require the offeror to provide information. The list that follows indicates the clauses, provisions and attachments that require offeror completion and that may be included in this solicitation. Offerors should review the solicitation carefully and insert relevant data wherever required.

Section A - Forms. SF1447 (Solicitation/Contract). Blocks 11, 13, 15, 21, 22, 27 and the back of the form.

Section B - Supplies/Services and Prices. Clauses B10 through B20

Section F - Deliveries or Performance. Clauses F10 through F17, F40, F11-8, F11-9, F47-33, and F47-60

Section G - Contract Administration Data. Clauses G12, G14, G15, and G42

Section H - Special Contract Requirements. Clause H51

Section I - Contract Clauses. Clauses I08-000, I09-1, I16-2, I16-3, I16-001, I22-48, I23-3, I23-9A, and I23-001

Section K - Representations, Certifications, and Other Statements of Offeror.

All required certifications and representations

Section L - Instructions, Conditions, and Notices to Offerors. Clauses L10, L43, and L14-21A

Section M - Evaluation Factors for Award. Clauses M20, M21, M47-51, M47-51A, M47-51B, and M47-51C

Section J - Attachments. Numbers 2, 8, 10, and 12

L9 AVAILABILITY OF REQUIRED FORMS AND PUBLICATIONS

- (a) Offerors will need a variety of required Government forms and publications in submitting offers and performing the contract. These are available as specified below; payment may be necessary.
 - (1) Forms listed in FAR Section 53 (Standard Forms and Optional Forms) are available per FAR 53.107(b) from the Superintendent of Documents, GPO, Washington, DC 20402. This is the best source of all Federal, non-DoD publications and documents.
 - (2) Forms listed in DFARS Section 53 (DD Forms) are available from the same activity as specifications (See Section L, FAR 52.211-2). This is the best source of DoD publications and documents.
 - (3) Forms may also be available through the offeror's cognizant Administrative Contracting Officer.
 - (4) In addition to Government sources, items may be available from public libraries and commercial sources.
- (b) All NUWC Division, Newport specific forms are attached; see Section J.

L30 PROPOSAL SUBMISSION - GENERAL REQUIREMENTS (APR 2003)

(a) Offerors must respond to all requirements of the solicitation document. Submit proposals to the address indicated in block 7 of the SF1447.

- (b) <u>Proposal Format</u>. This section specifies the format that offerors shall use in submitting proposals in response to this solicitation. The intent is to provide a certain degree of uniformity in the format of the proposals to ensure a complete, fair and efficient evaluation.
 - (1) Partition. Offerors are required to submit their proposals in separate parts as follows:
 - (i) Letter of Transmittal, if any
 - (ii) Original plus 2 copies of the signed solicitation document with all the required fill-ins completed. Staple this document together for submittal. *Do not alter or punch holes in the solicitation document*.
 - (iii) Volume I Technical Proposal Include all data and information required for evaluation as set forth in the provision entitled, "Technical Proposal". Exclude any reference to the pricing aspects of the offer.
 - (iv) Volume II Cost/Price Proposal Include all data and information required for evaluation as set forth in the provision entitled, "Cost Proposal".
 - (v) Page Limits and Copies.

<u>Volume</u>	Maximum Number of Pages	Copies Required
Volume I - Technical	<u>10</u>	Original plus 2 copies
	(Not including Past Performance Data.)	
Volume II - Cost	No Limit	Original plus 1 copy

Important Note: Offerors shall not include CLASSIFIED material in the volumes.

(2) General Format and Markings.

- (i) The text of the proposal shall be printed single sided on 8 1/2 by 11 inch paper. Pages shall be consecutively numbered. Type size shall be 10 point "Times" font or equivalent, uncompressed and unreduced. Text shall be single-spaced with margins of at least one inch on all sides. Foldout pages up to 11 x 17 inches may be used for diagrams, charts or graphic material with type size(s) left to the discretion of the offeror.
- (ii) Provide a Table of Contents in sufficient detail so that the important proposal elements can be easily located. The use of tabs and dividers is encouraged. The proposal Title Page will include all information required in (iii) below plus identification of copies bearing original authorizing signatures.
- (iii) The Cost and Technical volumes shall be in standard three-ring loose-leaf binders that can be easily opened and closed. Binders shall be marked as follows:
 - Proposal Title
 - Proposal Category (Technical or Cost)
 - Volume number
 - Security classification (Unclassified only)
 - RFP number
 - Name and address of the offeror
 - Serial number/copy number
- (iv) Subcontractor data submitted directly to the Government in support of the prime offeror's cost proposal shall follow the format described above. Subcontractor submittals shall prominently identify the prime offeror.

(c) Style.

- (1) Submit a proposal that clearly and concisely describes and defines the contractor's response to the requirements contained in the solicitation. General or vague statements such as "standard procedures will be used" or "good engineering practices" will not satisfy this requirement.
- (2) Do not elaborate unnecessarily or provide other presentations beyond that sufficient to present a complete and effective proposal. Elaborate artwork, expensive paper or bindings, and expensive visual or other

presentation aids are neither necessary nor desired. Either of these may be construed as an indication of a lack of understanding or cost consciousness.

- (3) Do not repeat information required in the responses in two or more proposal data requirements. Include detailed information in the area of the proposal where it contributes most critically. In other areas where a repeat discussion is necessary, provide a reference to the detailed discussion location.
- (4) Provide all pertinent information in sufficient detail to permit evaluation of the proposal. Provide cross-references so that the Government can trace the various related discussions.

L34 TECHNICAL PROPOSAL - COMPLEX ITEM (AUG 2001)

(a) <u>Organization</u>. The technical proposal shall include information and documentation in sufficient detail to clearly identify the offer's overall merit, divided in the following sections, in the order listed.

Technical Capability Past Performance

- (b) <u>Technical Capability</u>. Offerors shall describe their process for manufacturing, assembly, quality assurance/inspection and testing of the AUR Retention Segment and Cable Clamp Assembly. Also included in this discussion should be their approach to mitigating risk and satisfying the requirements of the specifications and drawings and testing requirements. In addition, offerors shall address the following:
 - (1) <u>Manufacturers and Long Lead Items.</u> Identify the manufacturers and lead times of any long-lead items. Address the impact, if any, these items may have on the delivery schedule and how you will mitigate the associated risks.
 - (2) <u>Manufacturing Process</u>. Explain the manufacturing processes you will use. If work is to be subcontracted, explain how you will manage this work to ensure timely delivery.
 - (3) <u>Quality Assurance</u>. Describe the quality assurance methods proposed, including testing procedures.
- (c) <u>Past Performance</u>. In a separate attachment, provide information relative to past performance.
 - (1) Provide a list of all (maximum of 10) contracts and subcontracts with a value exceeding \$100,000 that are currently in process or have been completed during the past two years. If the maximum is exceeded, list the 10 most current actions. Contracts listed shall include those entered into with Federal, state or local governments as well as commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel. Include the following information for each contract and subcontract:
 - Contract Title
 - Date of Award
 - Name of contracting activity or commercial firm
 - Contract number
 - Contract type
 - Total contract value
 - Brief narrative (less than 20 lines) describing your involvement in the effort, complexity, objectives achieved, and types of personnel who performed under the contract. List ships or military systems involved, if any. List major subcontractors.
 - Procuring Contracting Officer* and telephone
 - Administrative Contracting Officer*, if different, and telephone
 - Government Program Manager* or COR, and telephone *Or non-Government official with similar duties or rank
 - (2) Describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, the automobile industry's QS 9000, Sematech's SSQA, or ANSI/EIA-599. Identify what segment of the company (one division or the entire company) received the

award or certification and when it was received. If the award or certification is over three years old, present evidence that the qualifications still apply.

- (3) Provide similar past performance data for major subcontractors (those performing more than 25% of the effort).
- (4) This paragraph does <u>not</u> apply if the solicitation is conducted under the 8(a) program, or is set-aside for small business concerns. In addition, it applies <u>only</u> if the first two digits of the NAICS Code of this solicitation are 31, 32, 33, 54, 56, 61, or 62. The Government will evaluate the participation of Small Disadvantaged Business (SDB) concerns in the contract. In order to receive credit for the participation of SDB concerns in the contract, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately. The offeror must provide copies of the latest DD294 submitted under the 5 most recent contracts that have an applicable Small Business Subcontracting Plan. Credit under this provision is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

L11-9000 NOTICE TO OFFERORS -- USE OF OZONE DEPLETING SUBSTANCES (NAPS 5252.211-9000) (AUG 1993)

- (a) In accordance with section 326 of Pub L. 102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.
- (b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

Class I ODS Identified

Specification/Standard

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

L15-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FAR 52.215-1) (JAN 2004)

- (a) Definitions. As used in this provision--
 - "Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.
 - "In writing", "writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
 - "Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.
 - "Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.
 - "Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.
- (b) *Amendments to solicitations*. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

- (c) Submission, modification, revision, and withdrawal of proposals.
 - (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages
 - (i) addressed to the office specified in the solicitation, and
 - (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(i) of this provision.
 - (2) The first page of the proposal must show--
 - (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
 - (3) Submission, modification, revision, and withdrawal of proposals.
 - (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
 - (ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
 - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
 - (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
 - (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
 - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L16-1 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

L33-2 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the issuing office indicated in Block 7 of the SF 1447.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L52-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): http://www.arnet.gov/far/

SECTION M EVALUATION FACTORS FOR AWARD

M10 SINGLE AWARD

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government intends to make a single award. The Government reserves the right to make a single award to the offeror whose offer is considered to be in the best interest of the Government, price and other factors considered.

M21 EVALUATION - GOVERNMENT TESTING OF FIRST ARTICLE

(a) If supplies identical or substantially identical to those called for herein have been previously furnished by the offeror and accepted by the Government, the requirement for first article approval may be waived by the Contracting Officer. The offeror shall indicate below the contracts under which supplies identical or substantially identical to those called for herein have been previously accepted by the Government:

Contract Numbers:		

- (b) All offerors should submit an offer on the basis that first article requirements will not be waived. Offerors who believe, on the basis of paragraph (a) above, that they may qualify for waiver of first article may also submit an offer on the basis that the first article requirements will be waived.
- (c) Subject to considerations of responsiveness of offers and responsibility of offerors, and subject to other evaluation factors provided for in this solicitation, offers will evaluated on the basis of lowest cost to the Government whether or not such lowest cost involves waiver of first article requirements.
- (d) Offers will be evaluated so as to take into account the cost to the Government of testing the first article. The cost to the Government of such testing will be added to the price of all offers which include first article requirements. For the purpose of making this evaluation, it is estimated that _\$\sum_\$ will be the cost to the Government for first article testing.
- (e) Any award resulting from this solicitation will state whether the first article requirements are or are not waived. In the event of a waiver, all clauses and references relating to the first article will not apply

M35 EVALUATION FOR AWARD - BEST VALUE (JUL 2001)

(a) Award will be made to the responsible offeror whose proposal contains the combination of those criteria offering the best overall value to the Government. This will be determined by comparing the difference in value of technical (non-price) features of proposals with the difference in the price to the Government. Offers will be evaluated on each of the following factors:

Technical Capability

Past Performance

Price

- (b) Technical Capability and Past Performance are equal in importance. When combined, Technical Capability and Past Performance are significantly more important than Price. Although Price is less important than the other factors in combination, it is important and will be seriously considered. The degree of its importance will increase with the degree of equality of the proposals in relation to the other factors, or when it is so significantly high as to diminish the value of the technical superiority to the Government.
- (c) <u>Past Performance</u>. Past performance will be evaluated as an indicator of the offeror's expected future performance. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance are representative of the types of data that may be considered. The Government may contact points of contact listed in the offeror's proposal for the purpose of obtaining additional past performance information. The number of contacts, if any, will be determined by the Government at its discretion. Selection of contacts may be random.
 - (1) The Government may consider information concerning the offeror's past performance that is not contained in the proposal. This may include information furnished by points of contact not named in the proposal or information from other sources.
 - (2) In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.
- (d) Price. The Government will evaluate proposed prices using the criteria in FAR 15.

+CONTRACT DATA REQUIREMENTS LIST Form Approved OMB No. 0704-0188 (2 DATA ITEMS) Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 defferson Davis Heros, Value (3.4 Arlington, VA. 22024-3402, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188) Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send complete form to the Government Issuing Contracting Officer for the Contract/PR NO. listed in Block E. A. CONTRACT LINE ITEM NO. B. EXHIBIT C. CATEGORY TDP___X__ OTHER D. SYSTEM / ITEM E. CONTRACT / PR NO. F. CONTRACTOR N66604-05-R-0312 SSGN Retention Segment & Cable Clamp Assembly 1. DATA ITEM 2. TITLE OF DATA ITEM 3. SUBTITLE TEST REPORTS FIRST ARTICLE TEST/INSPECTION 4. AUTHORITY (Data Acquisition Document No.) 5. CONTRACT REFERENCE 6. REQUIRING OFFICE NUWCDIVNPT CODE 4114 DI-MISC-80653 7. DD 250 REQ 9. DIST STATEMENT 10. FREQUENCY 12. DATE OF FIRST SUBMISSION DISTRIBUTION 14. **REQUIRED** b. COPIES T.T AS REO SEE BLOCK 16 8. APP CODE 11. AS OF DATE 13. DATE OF SUBSEQUENT Final a. ADDRESSEE SUBMISSION Draft 10 DARC Reg Repro REPORT, IN CONTRACTOR FORMAT, SHALL INCLUDE RESULTS ON FIRST CODE 4112 0 ARTICLE TEST/INSPECTIONS WHICH SHALL BE PERFORMED TO VERIFY CONFORMANCE TO ALL DRAWING PRODUCTION REQUIREMENTS. BLOCK 9: SEE ADDENDUM. BLOCKS 10-12: SUBMIT TO NUWCDIVNPT FOR APPROVAL WITHIN 10 DAYS AFTER COMPLETION OF FIRST ARTICLE TEST/INSPECTIONS. THE GOVERNMENT SHALL PROVIDE COMMENTS/APPROVAL WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF TEST REPORTS. 15. TOTAL ---1 1 0 1. DATA ITEM 2. TITLE OF DATA ITEM 3. SUBTITLE NO 4. AUTHORITY (Data Acquisition Document No.) 5. CONTRACT REFERENCE 6. REQUIRING OFFIC DISTRIBUTION 7. DD250 REQ 9. DIST STATEMENT 12. DATE OF FIRST SUBMISSION 10. FREQUENCY 14. REQUIRED b. COPIES 8. APP CODE 11. AS OF DATE 13. DATE OF SUBSEQUENT Final SUBMISSION a. ADDRESSEE Draft Reg Repro 16. REMARKS THIS SPACE INTENTIALLY LEFT BLANK.

. APPROVED BY

SANDRA SAMPSON

DD Form 1423-2, JUN 90

H. DATE

G. PREPARED BY

JOHN PELTO

Page ____1_of 2_Pages

J. DATE

15. TOTAL -----

DD FORM 1423 CONTRACT DATA REQUIREMENTS LIST

BLOCK 16 ADDENDUM

BLOCK 9: The following information is specifically included in amplification of the Block 9 Distribution Statement selected:

Distribution Statement paragraphs are in addition to CLASSIFICATION markings of the data.

<u>Distribution Statement D.</u> Applies to CDRL Item No. 0001. Distribution authorized to the DoD and DoD contractors only; Critical Technology. Dated when data generated. Other requests for this document shall be referred to Commander, Naval Undersea Warfare Center Division, Newport, RI, Code 4112.

The following "EXPORT CONTROL WARNING NOTICE" must be used in conjunction with DISTRIBUTION STATEMENTS identified in the above CDRL items.

WARNING - This document contains technical data
Whose export is restricted by the Arms Export Control Act
(Title 22, U. S. C. Sec. 2751 et seq.) or the
Export Administration Act of 1979, as amended,
Title 50, U. S. C., App 2401 et seq.
Violations of these export laws are subject to severe
criminal penalties.
Disseminate in accordance with provisions of DoD
Directive 5230.25.



